

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Mass Spectrometer	
Solicitation No. - N° de l'invitation KM061-141092/A	Date 2014-08-15
Client Reference No. - N° de référence du client KM061-141092	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-009-6653	
File No. - N° de dossier TOR-4-37049 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-29	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Boulet, Kieta	Buyer Id - Id de l'acheteur tor009
Telephone No. - N° de téléphone (905) 615-2078 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 4905 Dufferin Street Downsview Ontario M3H5T4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Delivery Required - Livraison exigée 2015-03-31	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

KM061-141092/A

Client Ref. No. - N° de réf. du client

KM061-141092

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-4-37049

Buyer ID - Id de l'acheteur

tor009

CCC No./N° CCC - FMS No/ N° VME

SEE ATTACHED

Solicitation No. - N° de l'invitation
KM061-141092/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor009

Client Ref. No. - N° de réf. du client
KM061-141092

File No. - N° du dossier
TOR-4-37049

CCC No./N° CCC - FMS No./N° VME

TABLE OF CONTENTS

TITLE: Chemical Ionization Mass Spectrometer

PART 1 - GENERAL INFORMATION

1. Requirement
2. Debriefings
3. Trade Agreements

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

List of Annexes:

Annex A	Requirement
Annex B	Basis of Payment
Annex C	Certifications

Solicitation No. - N° de l'invitation
KM061-141092/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor009

Client Ref. No. - N° de réf. du client
KM061-141092

File No. - N° du dossier
TOR-4-37049

CCC No./N° CCC - FMS No./N° VME

TITLE: Chemical Ionization Mass Spectrometer

PART 1 - GENERAL INFORMATION

1. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

3. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

Bidders must demonstrate meeting every mandatory technical criteria by providing a concise and detailed response to each of the mandatory technical criteria. Bidders must provide evidence including but not limited to instrument specification, publications, documented data or discussion points, to show that their proposed system meets each of the mandatory technical criteria. Simply stating that the mandatory technical criteria is met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the bid being deemed non-responsive.

1. The proposed Time-of Flight Mass Chemical Ionization Mass Spectrometer (ToF-CIMS) must meet each and every mandatory technical specification as follow:

Item no.	Mandatory Technical Criteria	Page in your proposal where information can be found
1.1	Time-of-flight MS detection system with bipolar ion detection capability	
1.2	A mass resolution up to 6000 ($M/\Delta M$);	
1.3	A mass range up to 1200 amu	
1.4	Demonstrated sensitivity in the part-per-trillion range for gaseous organic compounds	
1.5	Fast Analog data acquisition system with single ion counting capability	
1.6	Data collection rates up to 10 Hz.	
1.7	Adjustable pressure chemical ionization sample inlet (100mBar to 1 atm)	
1.8	Sample flow rates up to 2 slpm	
1.9	Ambient ion inlet (interchangeable with chemical ionization inlet)	
1.10	Atmospheric pressure interface (API)	
1.11	Atmospheric pressure X-ray ionization sample inlet	
1.12	Vacuum System including all required scroll and turbo pumps and pressure gauges	
1.13	Complete Windows based OS computer system	
1.14	Data analysis software for post processing and elemental analysis	

Solicitation No. - N° de l'invitation
KM061-141092/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor009

Client Ref. No. - N° de réf. du client
KM061-141092

File No. - N° du dossier
TOR-4-37049

CCC No./N° CCC - FMS No./N° VME

1.2 Financial Evaluation

1.2.1 Mandatory Technical Criteria – Pricing must be submitted in Canadian currency in Annex B, Basis of Payment.

1.2.2 Evaluated Price will be the Firm Lot Price in Annex B, Basis of Payment

1.2.3 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, delivery charges. Canadian customs duties and excise taxes included.

2. Basis of Selection – Mandatory Technical Criteria

2.1 A bid must comply with the requirement of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions – Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation Annex C. Although all the contents of

the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software.

2.2 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 – RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the “Requirement” at Annex A.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2014-06-26), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract.

The Article 27, 2030 (2014-06-26) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2030 27 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

- d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

3.2 Supplemental General Conditions

4001 (2013-01-28), Supplemental General Conditions – Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

4003 (2010-08-16), Supplemental General Conditions – Licensed Software, apply to and form part of the Contract

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before 31 March 2015.

Solicitation No. - N° de l'invitation
KM061-141092/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor009

Client Ref. No. - N° de réf. du client
KM061-141092

File No. - N° du dossier
TOR-4-37049

CCC No./N° CCC - FMS No./N° VME

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kieta Boulet
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario
Address: 33 City Centre Drive, Suite 480C
Mississauga, ON L5B 2N5
Telephone: 905-615-2078
Facsimile: 905-615-2060
E-mail address: kieta.boulet@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority (To be inserted at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

6. Payment

6.1 Basis of Payment – Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B for a cost of \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Solicitation No. - N° de l'invitation
KM061-141092/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor009

Client Ref. No. - N° de réf. du client
KM061-141092

File No. - N° du dossier
TOR-4-37049

CCC No./N° CCC - FMS No./N° VME

9. **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

10. **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the general conditions 2010A (2014-06-26), Goods (medium complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated _____ .

11. **SACC Manual Clauses**

A9068C (2010-01-11) Government Site Regulation
B1501C (2006-06-16) Electrical Equipment
G1005 (2008-05-12) Insurance

ANNEX A

REQUIREMENT

Environment Canada (EC) requires a Time-of-Flight Mass Chemical Ionization Mass Spectrometer (ToF-CIMS) for the measurement of ambient concentrations of organic species in the gas phase.

1. Mandatory Technical Specifications:

Field deployable Chemical Ionization Mass Spectrometer system with the following mandatory specifications:

- 1.1 Time-of-flight MS detection system with bipolar ion detection capability;
 - 1.2 A mass resolution up to 6000 ($M/\Delta M$);
 - 1.3 A mass range up to 1200 amu;
 - 1.4 Demonstrated sensitivity in the part-per-trillion range for gaseous organic compounds;
 - 1.5 Fast Analog data acquisition system with single ion counting capability;
 - 1.6 Data collection rates up to 10 Hz.;
 - 1.7 Adjustable pressure chemical ionization sample inlet (100 mBar to 1 atm);
 - 1.8 Sample flow rates up to 2 slpm;
 - 1.9 Ambient ion inlet (interchangeable with chemical ionization inlet);
 - 1.10 Atmospheric pressure interface (API);
 - 1.11 Atmospheric pressure X-ray ionization sample inlet;
 - 1.12 Vacuum System including all required scroll and turbo pumps and pressure gauges;
 - 1.13 Complete Windows based OS computer system;
 - 1.14 Data analysis software for post processing and elemental analysis;
 - 1.15 12 month warranty from date of acceptance by Environment Canada;
 - 1.16 On-site training on a mutually agreeable date between the Contractor and EC's Project Authority.
2. Contractor must include any components, peripherals or supplies necessary to comply with the Requirement and must be able to operate the system on arrival at Environment Canada's site.

ANNEX B

BASIS OF PAYMENT

1.0 The firm lot price must be an all inclusive price in Canadian funds, including Canadian custom duties, excise taxes, F.O.B. Destination, including all delivery charges to Environment Canada at Downsview Ontario, excluding GST/HST.

Item No.	Description	Qty	Firm Lot Price
1.	<p>For the supply and delivery of a complete and fully functional Time-of-Flight Mass Chemical Ionization Mass Spectrometer (ToF-CIMS) in accordance with the specifications detailed in Annex A, including on-site training, delivery, 12 month warranty, <u>and any other items or service required to complete the system as specified in Annex A.</u></p> <p>Note to Bidder: Bidders must include any components, peripherals or supplies necessary to comply with the Requirement and to operate the system on arrival at Environment Canada's site in the Firm Lot Price.</p> <p>Bidders should specify make and model being offered:</p> <p>Manufacturer: _____</p> <p>Make and Model: _____</p>	1	\$ _____
		GST/HST	\$ _____
		TOTAL	\$ _____

1.1 Delivery

Delivery is requested as soon as possible, but delivery must be completed no later than 31 March 2015.

Solicitation No. - N° de l'invitation
KM061-141092/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor009

Client Ref. No. - N° de réf. du client
KM061-141092

File No. - N° du dossier
TOR-4-37049

CCC No./N° CCC - FMS No./N° VME

ANNEX C
CERTIFICATIONS

Form 1

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

Form 2

Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

[bidders should add or remove lines as needed]

Solicitation No. - N° de l'invitation
KM061-141092/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
tor009

Client Ref. No. - N° de réf. du client
KM061-141092

File No. - N° du dossier
TOR-4-37049

CCC No./N° CCC - FMS No./N° VME

Form 3

Software Publisher Authorization Form

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____